

**AMENDMENT NO. 3 TO
TERMINAL 3 COFFEE AND QUICK SERVE CONCESSION LEASE NO. 18-0346
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

This LEASE AMENDMENT NO. 3 TO TERMINAL 3 COFFEE AND QUICK SERVE CONCESSION LEASE NO. 18-0346 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Elevate Gourmet Brands, Inc. and Aimhigh ESG, LLC, a joint venture d.b.a. Elevate Gourmet Brands - SFO Group (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

RECITALS:

- A. On October 16, 2018, by Resolution No. 18-0346, the Commission awarded to Tenant the Terminal 3 Coffee and Quick Serve Concession Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). On February 12, 2019, by Resolution No. 72-19, the Board of Supervisors approved the Lease.
- B. On October 6, 2020, by Resolution No. 20-0180, the Commission approved Amendment No. 1 to the Lease. On January 5, 2021, by Ordinance No. 5-21, the Board of Supervisors approved Amendment No. 1.
- C. On September 5, 2023, by Resolution No. 23-0224, the Airport Commission approved Amendment No. 2 to the Lease implementing the COVID-19 Lease Extension Program. Amendment No. 2 remains subject to the approval of the Board of Supervisors. In the event such approval is not obtained, then Airport staff may withdraw the program from consideration and Amendment No. 2 will be void and of no effect.
- D. Pursuant to the Lease, Tenant was awarded two food and beverage locations in Terminal 3 at San Francisco International Airport (“**Airport**”): (i) one location in the Hub of Boarding Area F, currently operated as “Green Beans Coffee,” Space No. F.2.005A; and (ii) one location in the Boarding Area F, “SF Mac & Cheese Kitchen,” No. Space F.2.109A (as further described in the Lease, collectively, the “**Premises**”).
- E. The Airport and Tenant have agreed to recapture the SF Mac & Cheese Kitchen facility from the Lease premises, and modify certain other terms of the Lease, as set forth below.
- F. All capitalized terms used in this Amendment and not otherwise defined have the meaning provided in the Lease.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration the sufficiency of which is hereby acknowledged, City and Tenant hereby agree to enter into this Amendment as follows:

AGREEMENT:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth in this Amendment.

2. Effective Date. This Amendment shall be deemed effective upon the date of execution by City after receipt of all required approvals of City: _____ (to be inserted by City only) (“**Effective Date**”).

3. Premises Change. As of the Effective Date, the Premises shall consist of only the Green Beans Coffee location in the Boarding Area F Hub Food Court, Space No. F.2.005A, totaling 405 square feet, as shown on Exhibit A attached to this Amendment, and Space No. F.2.109A, comprised of approximately 1,586 square feet of space, shall no longer be part of the Premises. Exhibit A attached to this Amendment shall supersede and replace the existing Exhibit A attached to the Lease.

4. Reimbursement of Unamortized Construction Costs. Tenant shall be reimbursed a not to exceed amount of \$279,627.00 for unamortized construction costs relating to the SF Mac & Cheese Kitchen facility.

5. Minimum Annual Guarantee. The Minimum Annual Guarantee (“MAG”) shall be reduced from \$375,000.00 per annum (\$31,250.00 per month) to \$185,000.00 per annum (\$15,416.67 per month).

6. Promotional Charge. The Promotional Charge shall be reduced from \$1,991.00 per annum (\$1.00 per square foot per annum) to \$405.00 per annum of the Premises to reflect the reduced square footage of the Premises.

7. No Other Modifications. Except as otherwise expressly set forth above, the Lease remains unmodified and in full force and effect.

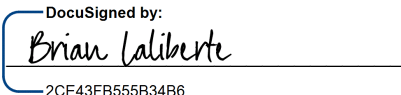
8. Counterparts and Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered by electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

TENANT:
Elevate Gourmet Brands, Inc. and Aimhigh
ESG, LLC, a joint venture d.b.a. Elevate
Gourmet Brands - SFO Group,
a California Corporation

CITY:
CITY AND COUNTY OF SAN
FRANCISCO, acting by and through its
Airport Commission

By: 
Name: Brian Laliberte
Title: Chief Executive Officer

By: _____
Name: Ivar C. Satero
Title: Airport Director

Effective Date (to be inserted by City only): _____

Authorized by Commission Resolution
No. _____ on _____, and
Resolution No. _____ finally passed by
the San Francisco Board of Supervisors on
_____.

Attest:

Secretary
Airport Commission

APPROVED AS TO FORM:
DAVID CHIU,
City Attorney

By: _____
Christopher W. Stuart
Deputy City Attorney